

503-99/EEI

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiffs  
Maersk, Inc. and A P Moller-Maersk A/S  
80 Pine Street  
New York, NY 10005  
(212) 425-1900

Peter J. Gutowski (PG 2200)  
Eric E. Lenck (EL 4547)  
Lawrence J. Kahn (LK 5215)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
MAERSK, INC., and A.P. MOLLER-MAERSK A/S,

Plaintiffs,

05 CIV 4356 (RCC)(DFE)

-against-

NEEWRA, INC., REDNIHOM, INC., AREF HASSAN  
ABUL INC., ARWEEN SINGH SAHNI a/k/a ARWEEN  
SAHNI SINGH a/k/a ARWEEN SAHNI a/k/a ARWEEN  
SINGH a/k/a ABUL SABAH a/k/a AREF HASSAN  
ABUL, MOHINDER SINGH SAHNI a/k/a MOHINDER  
SAHNI SINGH a/k/a MOHINDER SAHNI a/k/a  
MOHINDER SINGH a/k/a MOHINDER SINGH  
SAHANI a/k/a MOHINDER SAHANI a/k/a MOHINDER  
SAHANI SINGH a/k/a JOGINDER SINGH SAHNI,  
JOGINDER SINGH SAHNI a/k/a JOGINGER SINGH  
SAHNI a/k/a JOGINDER SAHNI SINGH a/k/a  
JOGINGER SAHNI SINGH a/k/a JOGINDER SINGH  
a/k/a JOGINDER SAHNI a/k/a JOGINGER SINGH a/k/a  
JOGINGER SAHNI, SABHARWAL CHANDRA  
KUMAR a/k/a SABHARWAL K. CHANDRA,  
MANDEEP SINGH SAHNI a/k/a MOHINDER SINGH  
a/k/a MOHINDER SAHNI a/k/a MOHINDER SINGH  
SAHNI a/k/a MOHINDER SAHANI a/k/a MOHINDER  
SINGH SAHANI, HELP LINE COLLECTION CO.  
W.L.L., PARKER DAWOOD TAJUDDIN TAJUDIS  
ISMAIL PARKER, SARDAR TRADERS EST.,  
SARDAR INTERNATIONAL TRADING CO., AL  
TAMASOK AL ARABI EST., JOHN DOE 1-100  
(fictitious) and JOHN DOE INC. 1-100 (fictitious),

**DECLARATION OF  
TOM BECKER  
IN SUPPORT OF  
PLAINTIFFS'  
DAMAGES INQUEST**

Defendants.

TOM BECKER, pursuant to §1746 of Title 28 of the United States Code, hereby declares and says the following:

1. This Declaration is submitted on behalf of Plaintiffs MAERSK, INC and A.P. MOLLER-MAERSK A/S (collectively, "MAERSK") in support of Plaintiffs' Damages Inquest concerning damages against defaulting defendants NEEWRA, INC. ("NEEWRA"), REDNIHOM, INC. ("REDNIHOM") and AREF HASSAN ABUL INC. ("AREF") (collectively, "The Defaulting Defendants").

2. Insofar as the contents of this Declaration are within my own knowledge, they are true. Insofar as the contents of this Declaration are not within my own direct knowledge, they are true to the best of my information and belief.

### **BACKGROUND**

3. I am currently employed by A.P. MOLLER-MAERSK A/S at its offices in Copenhagen, Denmark. I have been employed by A.P. MOLLER-MAERSK A/S since June 2003 when the company was created. The company was created at that time as the result of the merger between two companies, Dampskibsselskabet af 1912 Aktieselskab, and Aktieselskabet Dampskibsselskabet Svendborg. I was employed by A.P. MOLLER-MAERSK A/S's predecessors for 26 years prior to the merger. My current title is General Manager of Claims. I have held a number of positions in the MAERSK organization over the years and through my employment with MAERSK, I have become thoroughly familiar with MAERSK documentation, procedures, operations, insurance and claims involving all aspects of MAERSK's business, including in particular with respect to this matter, containerized shipments.

4. In my time working for MAERSK, I have handled hundreds of claims and have arranged for investigations on numerous cases involving cargo loss and damage. Such investigations were and still are part of my regular duties as General Manager of Claims.

5. Commencing in 2003, I became personally involved in the investigation and handling of certain losses involving some or all of the defendants named in the Complaint in this action. These matters, consisting of dishonest, illegal, and fraudulent acts against MAERSK may be characterized into three general groupings involving the "Tires Fraud", the "Neewra Fraud" and the "Rednihom Fraud"

6. I have reviewed the Declaration of Massoud Messkoub (with exhibits) which is being submitted together with this Declaration, and I am in full agreement with its contents and will therefore not repeat those matters here. I instead incorporate Mr. Messkoub's Declaration (with exhibits) by reference.

7. MAERSK, INC. is A.P. MOLLER-MAERSK A/S's agent in the United States and was responsible for collecting various amounts from The Defaulting Defendants, including but not limited to ocean freight due for the transportation of The Defaulting Defendants' various cargoes from the United States to India and Kuwait

8. Although damages may be expressed in the inquest documents (including the Memorandum, the Messkoub Declaration and this Declaration) as having been incurred by or owing to MAERSK, INC. and/or A.P. MOLLER-MAERSK A/S, neither Plaintiff is seeking what would amount to a "double recovery" for the same item of damages. Each item of damages should be awarded once. MAERSK, INC. and A.P. MOLLER-MAERSK A/S are able to make the appropriate adjustment of damages as between themselves

**DAMAGES FROM THE TIRES FRAUD**

9. Mr. Messkoub's Declaration with respect to the Tires Fraud referenced, but did not provide for, one aspect of MAERSK's damages. As a result of the violation of Indian smuggling laws caused by AREF, I understand that MAERSK was required to pay a fine to the Indian government. Likewise, it is my understanding that MAERSK also needed to pay to dispose of the tires that had already arrived at India. The amount of the fine, and the cost of disposal in India of the used tires that had arrived there is at present being established.

**DAMAGES FROM THE NEEWRA FRAUD**

10. Mr. Messkoub's Declaration with respect to the Neewra Fraud referenced, but did not provide an amount for, one aspect of MAERSK's damages. The M/V ALVA MAERSK is a large container ship owned and operated by A P MOLLER-MAERSK A/S and/or one of its subsidiaries or related companies and is on "liner service" (i.e., it has regular calls at certain ports and is required to meet a particular schedule so as to be able to timely pick up and deliver cargoes at those ports). As a result of the wrongful arrest of the M/V ALVA MAERSK by Neewra in Kuwait in March 2004, the vessel was delayed at Kuwait for several days, which resulted in increased dock fees and other expenses while in Kuwait, and also resulted in delays at her next several ports while she tried to catch up to her schedule. In all, damages suffered by MAERSK with respect to the delays caused by the wrongful arrest of the M/V ALVA MAERSK total \$ 448,200, which damages were incurred by A P. MOLLER-MAERSK A/S.

11. In order to secure the release of the M/V ALVA MAERSK, MAERSK was left with no choice but to post \$1.86 million in cash to the Kuwaiti Court. The cost of

establishing the bond amounted to \$ 19,081.78. Those funds were disbursed, without MAERSK's consent, to NEEWRA following an unfavorable ruling and even though appeals were pending. MAERSK considers those funds, together with earned interest on those funds from March 2004 as damages because they have never been recovered. NEEWRA's claim against MAERSK was and has always been fraudulent, and the monies should never have been released to NEEWRA while the matter was still being litigated

#### **ATTORNEY FEES AND DISBURSEMENTS**

12. As a result of the arrest of the M/V ALVA MAERSK in Kuwait, MAERSK retained the services of local counsel in Kuwait, Al Sarraf & Al Ruwayeh, to defend its interests from the fraudulent claims of NEEWRA.

13 Due to the fraud and racketeering involved, MAERSK determined that it would be in its best interests to retain a legal expert on such matters, and retained the services of English solicitor Paolo Ghirardani of the London law firm of Stephenson Harwood to coordinate the investigation of the fraud and MAERSK's response to the same. Mr. Ghirardani is one of the leading expert attorneys in this area and was required to travel to Kuwait and New York on several occasions for these purposes and has otherwise coordinated MAERSK's response to the fraud, including the litigations in New York and Kuwait. I should note that Al Sarraf & Al Ruwayeh and Stephenson Harwood are related law firms, which helped to streamline matters and to minimize duplication of efforts.

14. MAERSK also combated the three frauds in New York through legal action taken by the law firm of Freehill Hogan & Mahar, LLP. All of the bills of lading

NYDOCS1/268680 1

issued to AREF, NEEWRA and REDNIHOM with respect to their various shipments contained clauses that provided for the sole mandatory jurisdiction of the United States District Court for the Southern District of New York. Accordingly, New York was the proper place to prosecute this action and the Freehill law firm, which has represented the interests of MAERSK for approximately 50 years, including recovery efforts in fraudulent claims involving bills of lading, was asked to take the lead with respect to the prosecution of this matter.

Attorneys fees and disbursements paid to Al Sarraf & Al Ruwayeh, to Stephenson Harwood, and to Freehill Hogan & Mahar to combat the NEEWRA, REDNIHOM and Tires frauds, excluding those amounts already set forth in the Messkoub Declaration, currently total more than \$ 1.298 million. Summary of invoices is attached hereto as Exhibit. 1

15. The charges incurred by the three law firms, Al Sarraf & Al Ruwayeh, Stephenson Harwood, and Freehill Hogan & Mahar, LLP, were all necessary and reasonable. We have reviewed their invoices and the law firms have been paid in full by A.P. MOLLER-MAERSK A/S for their services as set forth above.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct

Executed on September 18, 2006  
Copenhagen, Denmark

By:

  
TOM BECKER

BECKER DECLARATION

EXHIBIT 1

Legal/Attorney Fees posted against the India/Kuwait case as at 18 Sept. 2006

Invoice received on Sept. 18, 2006 GBP 19,522 (not yet posted):													
ACTYR	ACCTYR	PERIOD	LINE	VOYAGE	ACCOUNT	VESSEL	NAME	REGDAT	VOUCNO	AGENT	CTRYCD	BL	USD
99	01	14	60	9903	0621113	087	DRAGOER MAERSK 020107	L3103015	APM	100	NYC688479	4,632.41	
99	01	14	60	9903	0621113	087	DRAGOER MAERSK 020107	L3103015	APM	100	NYC688479	4,632.41	
99	01	14	60	9903	0621113	087	DRAGOER MAERSK 020107	L3103016	APM	100	NYC688479	3,551.39	
99	01	14	60	9903	0621113	087	DRAGOER MAERSK 020107	L3103016	APM	100	NYC688479	3,551.39	
99	01	14	60	9903	0621113	087	DRAGOER MAERSK 020107	L3103016	APM	100	NYC688479	5,129.78	
99	01	14	60	9903	0621113	087	DRAGOER MAERSK 020107	L3103016	APM	100	NYC688479	5,129.78	
99	01	11	60	9903	0621113	087	DRAGOER MAERSK 011121	APM01130	KWI	419	NYC688479	3,497.55	
99	01	11	60	9903	0621113	087	DRAGOER MAERSK 011121	APM01130	KWI	419	NYC688479	4,562.19	
99	01	11	60	9903	0621113	087	DRAGOER MAERSK 011121	APM01130	KWI	419	NYC688479	5,052.02	
99	02	13	60	9903	0621113	087	DRAGOER MAERSK 021228	L3107108	APM	999	NYC688479	490.52	
99	02	13	60	9903	0621113	087	DRAGOER MAERSK 021228	L3107108	APM	999	NYC688479	490.52	
99	02	13	60	9903	0621113	087	DRAGOER MAERSK 021228	L3107109	APM	999	NYC688479	2,024.42	
99	02	13	60	9903	0621113	087	DRAGOER MAERSK 021228	L3107109	APM	999	NYC688479	2,024.42	
99	02	07	60	9903	0621113	087	DRAGOER MAERSK 020725	APM00745	KWI	419	NYC688479	1,932.48	
99	02	03	60	9903	0621113	087	DRAGOER MAERSK 020306	APM00311	KWI	419	NYC688479	1,869.91	
99	02	09	60	9903	0621113	087	DRAGOER MAERSK 020916	APM00932	KWI	419	NYC688479	463.79	
99	02	10	60	9903	0621113	087	DRAGOER MAERSK 021020	APM01028	KWI	419	NYC688479	2,115.43	
99	03	01	60	9903	0621113	087	DRAGOER MAERSK 030102	APM01273	KWI	419	NYC688479	857.78	
99	03	03	60	9903	0621113	087	DRAGOER MAERSK 030324	APM00318	KWI	419	NYC688479	1,274.82	
99	03	10	60	9903	0621113	087	DRAGOER MAERSK 031020	APM01028	KWI	419	NYC688479	857.78	
99	03	06	60	9903	0621113	087	DRAGOER MAERSK 030527	APM00565	KWI	419	NYC688479	1,287.01	
99	04	02	60	9903	0621113	087	DRAGOER MAERSK 040217	APM00240	KWI	419	NYC688479	1,051.35	
99	04	07	60	9903	0621113	087	DRAGOER MAERSK 040719	S0072900	KWI	419	NYC688479	8,945.10	
99	05	01	60	9903	0621113	087	DRAGOER MAERSK 050103	S0174100	KWI	419	NYC688479	7,350.75	
99	05	06	60	9903	0621113	087	DRAGOER MAERSK 050628	S0232100	KWI	419	NYC688479	18,781.90	
99	05	10	60	9903	0621113	087	DRAGOER MAERSK 051012	APM01008	KWI	419	NYC688479	2,807.26	
99	05	10	60	9903	0621113	087	DRAGOER MAERSK 051012	S0267400	KWI	419	NYC688479	19,513.87	
99	06	03	60	9903	0621113	087	DRAGOER MAERSK 060313	LC222209	APM	100	NYC688479	9,463.24	
99	06	03	60	9903	0621113	087	DRAGOER MAERSK 060320	S0000701	KWI	419	NYC688479	5,762.12	
99	06	04	60	9903	0621113	087	DRAGOER MAERSK 060412	LC227009	APM	100	NYC688479	13,284.06	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060502	L9000016	APM	100	NYC688479	29,413.38	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060502	L9000018	APM	100	NYC688479	938.74	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060502	L9000020	APM	100	NYC688479	50,834.99	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060502	L9000022	APM	100	NYC688479	34,147.67	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060502	L9000024	APM	100	NYC688479	490,191.44	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060502	L9000026	APM	100	NYC688479	181,564.40	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060515	L9000028	APM	100	NYC688479	9,023.09	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060519	LC230609	APM	100	NYC688479	39,436.10	
99	06	05	60	9903	0621113	087	DRAGOER MAERSK 060519	LC230709	APM	100	NYC688479	49,192.46	
99	06	06	60	9903	0621113	087	DRAGOER MAERSK 060616	LC233309	APM	100	NYC688479	60,000.15	
99	06	06	60	9903	0621113	087	DRAGOER MAERSK 060627	LC233809	APM	100	NYC688479	44,678.30	
99	06	06	60	9903	0621113	087	DRAGOER MAERSK 060629	S0081500	KWI	419	NYC688479	13,829.82	
99	06	07	60	9903	0621113	087	DRAGOER MAERSK 060719	LC235009	APM	100	NYC688479	40,800.47	
99	06	07	60	9903	0621113	087	DRAGOER MAERSK 060723	S0095800	KWI	419	NYC688479	4,167.29	
99	06	07	60	9903	0621113	087	DRAGOER MAERSK 060731	APM00717	KWI	419	NYC688479	3,817.03	
99	06	08	60	9903	0621113	087	DRAGOER MAERSK 060815	LC238109	APM	100	NYC688479	25,162.07	
99	06	08	60	9903	0621113	087	DRAGOER MAERSK 060822	LC239609	APM	100	NYC688479	68,108.62	
99	06	08	60	9903	0621113	087	DRAGOER MAERSK 060822	LC239609	APM	100	NYC688479	36,718.00	
Invoice received on Sept. 18, 2006 GBP 19,522 (not yet posted):													1,298,065.40

18 September 2006